

## EXHIBIT A

COPY

SUM-100

**SUMMONS  
(CITACION JUDICIAL) BY FAX****NOTICE TO DEFENDANT:****(AVISO AL DEMANDADO):**AGRO MERCHANTS OAKLAND, LLC, a Delaware Limited Liability Company; and DOES 1 through 100, inclusive;**YOU ARE BEING SUED BY PLAINTIFF:****(LO ESTÁ DEMANDANDO EL DEMANDANTE):**KEITH LACY, individually, and on behalf of other members of the general public similarly situated;FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)ENDORSED  
FILED  
ALAMEDA COUNTY

JUN 18 2018

SUE PESKO

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le queda más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desear el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Alameda County Superior Court  
Rene C. Davidson Courthouse  
1225 Fallon Street  
Oakland, California 94612

CASE NUMBER  
(Número del Caso): 0909127

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Douglas Han, JUSTICE LAW CORP., 411 N. Central Ave., Ste. 500, Glendale, CA 91203; (818) 230 - 7502

Chad Finke

SUE PESKO

DATE: JUN 18 2018  
(Fecha)Clerk, by  
(Secretario)Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):

- 3.
- ☒
- on behalf of (specify):

under: ☐ CCP 416.10 (corporation)☐ CCP 416.20 (defunct corporation)☒ CCP 416.40 (association or partnership)☐ other (specify):

- 4.
- ☒
- by personal delivery on (date): 6/20/2018

SUMMONS

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**COPY**

ENDORSED  
FILED  
ALAMEDA COUNTY

JUN 18 2018

JUE PESKO

DOUGLAS HAN (SBN 232858)  
SHUNT TATAVOS-GHARAJEH (SBN 272164)  
DANIEL J. PARK (SBN 274973)  
**JUSTICE LAW CORPORATION**  
411 North Central Avenue, Suite 500  
Glendale, California 91203  
Tel: (818) 230-7502  
Fax: (818) 230-7259

*Attorneys for Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA**

KEITH LACY, individually, and on behalf of  
other members of the general public similarly  
situated;

Plaintiff,

vs.

AGRO MERCHANTS OAKLAND, LLC, a  
Delaware Limited Liability Company; and  
DOES 1 through 100, inclusive;

Defendants.

Case No.: **NE18909127**

**CLASS ACTION COMPLAINT FOR  
DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Business & Professions Code §§ 17200, *et seq.*

**DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiff KEITH LACY ("Plaintiff"), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

**JURISDICTION AND VENUE**

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The "amount in controversy" for the named Plaintiff, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys' fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain their principle place of business, have agents, employ individuals, and/or transact business in the State of California, County of Alameda. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Alameda.

**PARTIES**

5. Plaintiff KEITH LACY is an individual residing in the State of California.

6. Defendant AGRO MERCHANTS OAKLAND, LLC at all times herein mentioned, was and is, upon information and belief, a Delaware limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

1           7.     At all relevant times, Defendant AGRO MERCHANTS OAKLAND, LLC was  
2 the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

3           8.     At all times herein relevant, Defendants AGRO MERCHANTS OAKLAND,  
4 LLC, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers,  
5 joint employers, representatives, servants, employees, successors-in-interest, co-conspirators  
6 and/or assigns, each of the other, and at all times relevant hereto were acting within the course  
7 and scope of their authority as such agents, partners, joint venturers, joint employers,  
8 representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or  
9 omissions alleged herein were duly committed with the ratification, knowledge, permission,  
10 encouragement, authorization and/or consent of each defendant designated as a DOE herein.

11           9.     The true names and capacities, whether corporate, associate, individual or  
12 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues  
13 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that  
14 information and belief alleges, that each of the defendants designated as a DOE is legally  
15 responsible for the events and happenings referred to in this Complaint, and unlawfully caused  
16 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.  
17 Plaintiff will seek leave of court to amend this Complaint to show the true names and  
18 capacities when the same have been ascertained.

19           10.    Defendant AGRO MERCHANTS OAKLAND, LLC and DOES 1 through 100  
20 will hereinafter collectively be referred to as “Defendants.”

21           11.    Plaintiff further alleges that Defendants, directly or indirectly controlled or  
22 affected the working conditions, wages, working hours, and conditions of employment of  
23 Plaintiff and the other class members so as to make each of said Defendants employers and  
24 employers liable under the statutory provisions set forth herein.

25                   **CLASS ACTION ALLEGATIONS**

26           12.    Plaintiff brings this action on his own behalf and on behalf of all other members  
27 of the general public similarly situated, and, thus, seeks class certification under California  
28 Code of Civil Procedure section 382.

1           13.    The proposed class is defined as follows:

2                   All current and former hourly-paid or non-exempt employees who worked for  
3                   any of the Defendants within the State of California at any time during the  
4                   period from four years preceding the filing of this Complaint to final judgment.

5           14.    Plaintiff reserves the right to establish subclasses as appropriate.

6           15.    The class is ascertainable and there is a well-defined community of interest in  
7   the litigation:

8           a.    Numerosity: The class members are so numerous that joinder of all class  
9                   members is impracticable. The membership of the entire class is  
10                  unknown to Plaintiff at this time; however, the class is estimated to be  
11                  greater than fifty (50) individuals and the identity of such membership is  
12                  readily ascertainable by inspection of Defendants' employment records.

13           b.   Typicality: Plaintiff's claims are typical of all other class members' as  
14                  demonstrated herein. Plaintiff will fairly and adequately protect the  
15                  interests of the other class members with whom he has a well-defined  
16                  community of interest.

17           c.   Adequacy: Plaintiff will fairly and adequately protect the interests of  
18                  each class member, with whom he has a well-defined community of  
19                  interest and typicality of claims, as demonstrated herein. Plaintiff has no  
20                  interest that is antagonistic to the other class members. Plaintiff's  
21                  attorneys, the proposed class counsel, are versed in the rules governing  
22                  class action discovery, certification, and settlement. Plaintiff has  
23                  incurred, and during the pendency of this action will continue to incur,  
24                  costs and attorneys' fees, that have been, are, and will be necessarily  
25                  expended for the prosecution of this action for the substantial benefit of  
26                  each class member.

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- 1 d. Superiority: A class action is superior to other available methods for the  
 2 fair and efficient adjudication of this litigation because individual joinder  
 3 of all class members is impractical.
- 4 e. Public Policy Considerations: Certification of this lawsuit as a class  
 5 action will advance public policy objectives. Employers of this great  
 6 state violate employment and labor laws every day. Current employees  
 7 are often afraid to assert their rights out of fear of direct or indirect  
 8 retaliation. However, class actions provide the class members who are  
 9 not named in the complaint anonymity that allows for the vindication of  
 10 their rights.

11 16. There are common questions of law and fact as to the class members that  
 12 predominate over questions affecting only individual members. The following common  
 13 questions of law or fact, among others, exist as to the members of the class:

- 14 a. Whether Defendants' failure to pay wages, without abatement or  
 15 reduction, in accordance with the California Labor Code, was willful;
- 16 b. Whether Defendants had a pattern and practice of failing to pay their  
 17 hourly-paid or non-exempt employees within the State of California for  
 18 all hours worked, missed (short, late, interrupted, and/or missed  
 19 altogether) meal periods and rest breaks in violation of California law;
- 20 c. Whether Defendants required Plaintiff and the other class members to  
 21 work over eight (8) hours per day and/or over forty (40) hours per week  
 22 and failed to pay the legally required overtime compensation to Plaintiff  
 23 and the other class members;
- 24 d. Whether Defendants properly calculated the regular rate for Plaintiff and  
 25 the other class members to worked overtime and earned incentive pay;
- 26 e. Whether Defendants deprived Plaintiff and the other class members of  
 27 meal and/or rest periods or required Plaintiff and the other class  
 28 members to work during meal and/or rest periods without compensation;



- 1 f. Whether Defendants failed to pay minimum wages to Plaintiff and the  
2 other class members for all hours worked;
- 3 g. Whether Defendants failed to pay all wages due to Plaintiff and the other  
4 class members within the required time upon their discharge or  
5 resignation;
- 6 h. Whether Defendants' conduct was willful or reckless;
- 7 i. Whether Defendants engaged in unfair business practices in violation of  
8 California Business & Professions Code section 17200, *et seq.*;
- 9 j. The appropriate amount of damages, restitution, and/or monetary  
10 penalties resulting from Defendants' violation of California law; and
- 11 k. Whether Plaintiff and the other class members are entitled to  
12 compensatory damages pursuant to the California Labor Code.

13 **GENERAL ALLEGATIONS**

14 17. At all relevant times set forth herein, Defendants employed Plaintiff and other  
15 persons as hourly-paid or non-exempt employees within the State of California.

16 18. Plaintiff commenced his employment as an hourly-paid, non-exempt employee  
17 for Defendants in the State of California in or about January 2018 and ended his employment  
18 in or about February 2018.

19 19. Defendants hired Plaintiff and the other class members and classified them as  
20 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked,  
21 missed meal periods and/or rest breaks.

22 20. Defendants had the authority to hire and terminate Plaintiff and the other class  
23 members, to set work rules and conditions governing Plaintiff's and the other class members'  
24 employment, and to supervise their daily employment activities.

25 21. Defendants exercised sufficient authority over the terms and conditions of  
26 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff  
27 and the other class members.

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1           22. Defendants directly hired and paid wages and benefits to Plaintiff and the other  
2 class members.

3           23. Defendants continue to employ hourly-paid or non-exempt employees within the  
4 State of California.

5           24. Plaintiff and the other class members worked over eight (8) hours in a day,  
6 and/or forty (40) hours in a week during their employment with Defendants.

7           25. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
8 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt  
9 employees within the State of California, involving, *inter alia*, failing to pay them for all  
10 regular and/or overtime wages earned, missed meal periods and rest breaks in violation of  
11 California law.

12           26. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
13 knew or should have known that Plaintiff and the other class members were entitled to receive  
14 certain wages for overtime compensation and that they were not receiving wages for overtime  
15 compensation.

16           27. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
17 failed to provide Plaintiff and the other class members the required rest and meal periods  
18 during the relevant time period as required under the Industrial Welfare Commission Wage  
19 Orders and thus they are entitled to any and all applicable penalties.

20           28. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
21 knew or should have known that Plaintiff and the other class members were entitled to receive  
22 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class  
23 member's regular rate of pay when a meal period was missed, and they did not receive all meal  
24 periods or payment of one additional hour of pay at Plaintiff's and the other class member's  
25 regular rate of pay when a meal period was missed.

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1           29. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
2 knew or should have known that Plaintiff and the other class members were entitled to receive  
3 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class  
4 member's regular rate of pay when a rest period was missed, and they did not receive all rest  
5 periods or payment of one additional hour of pay at Plaintiff's and the other class members'  
6 regular rate of pay when a rest period was missed.

7           30. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
8 knew or should have known that Plaintiff and the other class members were entitled to receive  
9 at least minimum wages for compensation and that they were not receiving at least minimum  
10 wages for all hours worked.

11           31. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
12 knew or should have known that Plaintiff and the other class members were entitled to receive  
13 all wages owed to them upon discharge or resignation, including overtime and minimum wages  
14 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to  
15 them at the time of their discharge or resignation.

16           32. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
17 knew or should have known that they had a duty to compensate Plaintiff and the other class  
18 members pursuant to California law, and that Defendants had the financial ability to pay such  
19 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely  
20 represented to Plaintiff and the other class members that they were properly denied wages, all  
21 in order to increase Defendants' profits.

22           33. During the relevant times set forth herein, Defendants failed to pay overtime  
23 wages to Plaintiff and the other class members for all hours worked. Plaintiff and the other  
24 class members were required to work more than eight (8) hours per day and/or forty (40) hours  
25 per week without overtime compensation.

26           34. During the relevant times set forth herein, Defendants failed to provide the  
27 requisite uninterrupted meal and rest periods to Plaintiff and the other class members.

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35. During the relevant times set forth herein, Defendants failed to pay Plaintiff and the other class members at least minimum wages for all hours worked.

3           36.       During the relevant times set forth herein, Defendants failed to pay Plaintiff and  
4       the other class members all wages owed to them upon discharge or resignation.

37. During the relevant times set forth herein, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

8           38.       California Labor Code section 218 states that nothing in Article 1 of the Labor  
9       Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty  
10      due to him [or her] under this article.”

11 FIRST CAUSE OF ACTION

12 (Violation of California Labor Code §§ 510 and 1198)

13 (Against AGRO MERCHANTS OAKLAND, LLC and DOES 1 through 100)

14           39. Plaintiff incorporates by reference the allegations contained in Paragraphs 1  
15 through 38, and each and every part thereof with the same force and effect as though fully set  
16 forth herein.

17 40. California Labor Code section 1198 and the applicable Industrial Welfare  
18 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without  
19 compensating them at a rate of pay either time-and-one-half or two-times that person's regular  
20 rate of pay, depending on the number of hours worked by the person on a daily or weekly  
21 basis.

41. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

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1           42.     The applicable IWC Wage Order further provides that Defendants are and were  
2 required to pay Plaintiff and the other class members overtime compensation at a rate of two  
3 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

4           43.     California Labor Code section 510 codifies the right to overtime compensation  
5 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours  
6 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day  
7 of work, and to overtime compensation at twice the regular hourly rate for hours worked in  
8 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day  
9 of work.

10          44.     During the relevant time period, Plaintiff and the other class members worked in  
11 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

12          45.     During the relevant time period, Defendants intentionally and willfully failed to  
13 pay and properly calculate overtime wages owed to Plaintiff and the other class members.

14          46.     Defendants' failure to pay Plaintiff and the other class members the unpaid  
15 balance of overtime compensation, as required by California laws, violates the provisions of  
16 California Labor Code sections 510 and 1198, and is therefore unlawful.

17          47.     Pursuant to California Labor Code section 1194, Plaintiff and the other class  
18 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and  
19 attorneys' fees.

## 20                               **SECOND CAUSE OF ACTION**

21                               **(Violation of California Labor Code §§ 226.7 and 512(a))**

22                               **(Against AGRO MERCHANTS OAKLAND, LLC and DOES 1 through 100)**

23          48.     Plaintiff incorporates by reference the allegations contained in paragraphs 1  
24 through 47, and each and every part thereof with the same force and effect as though fully set  
25 forth herein.

26          49.     At all relevant times, the IWC Order and California Labor Code sections 226.7  
27 and 512(a) were applicable to Plaintiff's and the other class members' employment by  
28 Defendants.

1           50. At all relevant times, California Labor Code section 226.7 provides that no  
2 employer shall require an employee to work during any meal or rest period mandated by an  
3 applicable order of the California IWC.

4           51. At all relevant times, the applicable IWC Wage Order and California Labor  
5 Code section 512(a) provide that an employer may not require, cause or permit an employee to  
6 work for a work period of more than five (5) hours per day without providing the employee  
7 with a meal period of not less than thirty (30) minutes, except that if the total work period per  
8 day of the employee is no more than six (6) hours, the meal period may be waived by mutual  
9 consent of both the employer and employee.

10          52. At all relevant times, the applicable IWC Wage Order and California Labor  
11 Code section 512(a) further provide that an employer may not require, cause or permit an  
12 employee to work for a work period of more than ten (10) hours per day without providing the  
13 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except  
14 that if the total hours worked is no more than twelve (12) hours, the second meal period may  
15 be waived by mutual consent of the employer and the employee only if the first meal period  
16 was not waived.

17          53. During the relevant time period, Plaintiff and the other class members who were  
18 scheduled to work for a period of time no longer than six (6) hours, and who did not waive  
19 their legally-mandated meal periods by mutual consent, were required to work for periods  
20 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)  
21 minutes and/or rest period.

22          54. During the relevant time period, Plaintiff and the other class members who were  
23 scheduled to work for a period of time in excess of six (6) hours were required to work for  
24 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty  
25 (30) minutes and/or rest period.

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1           55. During the relevant time period, Defendants intentionally and willfully required  
 2 Plaintiff and the other class members to work during meal periods and failed to compensate  
 3 Plaintiff and the other class members the full meal period premium for work performed during  
 4 meal periods.

5           56. During the relevant time period, Defendants failed to pay Plaintiff and the other  
 6 class members the full meal period premium due pursuant to California Labor Code section  
 7 226.7.

8           57. Defendants' conduct violates applicable IWC Wage Order and California Labor  
 9 Code sections 226.7 and 512(a).

10           58. Pursuant to applicable IWC Wage Order and California Labor Code section  
 11 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one  
 12 additional hour of pay at the employee's regular rate of compensation for each work day that  
 13 the meal or rest period is not provided.

14                                   **THIRD CAUSE OF ACTION**

15                                   **(Violation of California Labor Code § 226.7)**

16                   **(Against AGRO MERCHANTS OAKLAND, LLC and DOES 1 through 100)**

17           59. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
 18 through 58, and each and every part thereof with the same force and effect as though fully set  
 19 forth herein.

20           60. At all times herein set forth, the applicable IWC Wage Order and California  
 21 Labor Code section 226.7 were applicable to Plaintiff's and the other class members'  
 22 employment by Defendants.

23           61. At all relevant times, California Labor Code section 226.7 provides that no  
 24 employer shall require an employee to work during any rest period mandated by an applicable  
 25 order of the California IWC.

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62. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

63. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

64. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

65. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7

66. Defendants’ conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

67. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees’ regular hourly rate of compensation for each work day that the rest period was not provided.

#### **FOURTH CAUSE OF ACTION**

**(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

**(Against AGRO MERCHANTS OAKLAND, LLC and DOES 1 through 100)**

68. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 67, and each and every part thereof with the same force and effect as though fully set forth herein.

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69. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

70. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

71. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

72. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

73. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

### FIFTH CAUSE OF ACTION

**(Violation of California Labor Code §§ 201 and 202)**

(Against AGRO MERCHANTS OAKLAND, LLC and DOES 1 through 100)

74. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 73, and each and every part thereof with the same force and effect as though fully set forth herein.

75. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable no later than seventy-two (72)

1 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her  
 2 intention to quit, in which case the employee is entitled to his or her wages at the time of  
 3 quitting.

4 76. During the relevant time period, Defendants intentionally and willfully failed to  
 5 pay Plaintiff and the other class members who are no longer employed by Defendants their  
 6 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

7 77. Defendants' failure to pay Plaintiff and the other class members who are no  
 8 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)  
 9 hours of their leaving Defendants' employ, is in violation of California Labor Code sections  
 10 201 and 202.

11 78. California Labor Code section 203 provides that if an employer willfully fails to  
 12 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee  
 13 shall continue as a penalty from the due date thereof at the same rate until paid or until an  
 14 action is commenced; but the wages shall not continue for more than thirty (30) days.

15 79. Plaintiff and the other class members are entitled to recover from Defendants the  
 16 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum  
 17 pursuant to California Labor Code section 203.

#### 18 **SIXTH CAUSE OF ACTION**

19 **(Violation of California Business & Professions Code §§ 17200, *et seq.*)**

20 **(Against AGRO MERCHANTS OAKLAND, LLC and DOES 1 through 100)**

21 80. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
 22 through 79, and each and every part thereof with the same force and effect as though fully set  
 23 forth herein.

24 81. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,  
 25 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'  
 26 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public  
 27 interest within the meaning of Code of Civil Procedure section 1021.5.

28 ///

1           82. Defendants' activities as alleged herein are violations of California law, and  
2 constitute unlawful business acts and practices in violation of California Business &  
3 Professions Code section 17200, *et seq.*

4           83. A violation of California Business & Professions Code section 17200, *et seq.*  
5 may be predicated on the violation of any state or federal law. In this instant case, Defendants'  
6 policies and practices of requiring employees, including Plaintiff and the other class members,  
7 to work overtime without paying them proper compensation violate California Labor Code  
8 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring  
9 employees, including Plaintiff and the other class members, to work through their meal and  
10 rest periods without paying them proper compensation violate California Labor Code sections  
11 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate  
12 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and  
13 practices of failing to timely pay wages to Plaintiff and the other class members violate  
14 California Labor Code sections 201 and 202.

15           84. As a result of the herein described violations of California law, Defendants  
16 unlawfully gained an unfair advantage over other businesses.

17           85. Plaintiff and the other class members have been personally injured by  
18 Defendants' unlawful business acts and practices as alleged herein, including but not  
19 necessarily limited to the loss of money and/or property.

20           86. Pursuant to California Business & Professions Code sections 17200, *et seq.*,  
21 Plaintiff and the other class members are entitled to restitution of the wages withheld and  
22 retained by Defendants during a period that commences four years prior to the filing of this  
23 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section  
24 1021.5 and other applicable laws; and an award of costs.

25                           **DEMAND FOR JURY TRIAL**

26           Plaintiff, individually, and on behalf of other members of the general public similarly  
27 situated, requests a trial by jury.

28   ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general  
3 public similarly situated, prays for relief and judgment against Defendants, jointly and  
4 severally, as follows:

5 **Class Certification**

- 6 1. That this action be certified as a class action;  
7 2. That Plaintiff be appointed as the representative of the Class;  
8 3. That counsel for Plaintiff be appointed as Class Counsel; and  
9 4. That Defendants provide to Class Counsel immediately the names and most  
10 current/last known contact information (address, e-mail and telephone numbers) of all class  
11 members.

12 **As to the First Cause of Action**

- 13 5. That the Court declare, adjudge and decree that Defendants violated California  
14 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay  
15 all overtime wages due to Plaintiff and the other class members;  
16 6. For general unpaid wages at overtime wage rates and such general and special  
17 damages as may be appropriate;  
18 7. For pre-judgment interest on any unpaid overtime compensation commencing  
19 from the date such amounts were due;  
20 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
21 California Labor Code section 1194; and  
22 9. For such other and further relief as the Court may deem just and proper.

23 **As to the Second Cause of Action**

- 24 10. That the Court declare, adjudge and decree that Defendants violated California  
25 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to  
26 provide all meal periods (including second meal periods) to Plaintiff and the other class  
27 members;

28 ///

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(b);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

**As to the Third Cause of Action**

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(b);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

**As to the Fourth Cause of Action**

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

///

1           24. For general unpaid wages and such general and special damages as may be  
2 appropriate;

3           25. For statutory wage penalties pursuant to California Labor Code section 1197.1  
4 for Plaintiff and the other class members in the amount as may be established according to  
5 proof at trial;

6           26. For pre-judgment interest on any unpaid compensation from the date such  
7 amounts were due;

8           27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
9 California Labor Code section 1194(a);

10          28. For liquidated damages pursuant to California Labor Code section 1194.2; and

11          29. For such other and further relief as the Court may deem just and proper.

12                           **As to the Fifth Cause of Action**

13          30. That the Court declare, adjudge and decree that Defendants violated California  
14 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the  
15 time of termination of the employment of Plaintiff and the other class members no longer  
16 employed by Defendants;

17          31. For all actual, consequential, and incidental losses and damages, according to  
18 proof;

19          32. For statutory wage penalties pursuant to California Labor Code section 203 for  
20 Plaintiff and the other class members who have left Defendants' employ;

21          33. For pre-judgment interest on any unpaid compensation from the date such  
22 amounts were due; and

23          34. For such other and further relief as the Court may deem just and proper.

24 ///

25 ///

26 ///

27

28

As to the Sixth Cause of Action

35. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201 and 202.

36. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

37. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, *et seq.*;


38. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

39. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*; and

40. For such other and further relief as the Court may deem just and proper.

Dated: June 15, 2018

JUSTICE LAW CORPORATION

By:   
Douglas Han  
Attorneys for Plaintiff



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CM-010

|  |  |   |
|--|--|---|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)<br>Douglas Han (SBN 232858)<br>JUSTICE LAW CORPORATION<br>411 N. Central Avenue, Suite 500<br>Glendale, California 91203<br>TELEPHONE NO.: 818-230-7502<br>FAX NO.: 818-230-7259<br>Plaintiff Keith Lacy  |  | FOR COURT USE ONLY<br><br>ENDORSED<br>FILED<br>ALAMEDA COUNTY<br><br>JUN 18 2018<br><br>SUE PESKO |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF Alameda<br>STREET ADDRESS: 1225 Fallon Street<br>MAILING ADDRESS: 1225 Fallon Street<br>CITY AND ZIP CODE: Oakland, California 94612<br>BRANCH NAME: Rene C. Davidson Courthouse   |  |   |
| CASE NAME:<br>Lacy v. Agro Merchants Oakland, LLC  |  |   |
| CIVIL CASE COVER SHEET<br><input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)<br>Complex Case Designation<br><input type="checkbox"/> Counter <input type="checkbox"/> Joinder<br>Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) |  |   |
|  |  | CASE NUMBER: R 1890912.<br><br>JUDGE:<br>DEPT:  |

Items 1-6 below must be completed (see instructions on page 2).

|   |  |   |
|---|--|---|
| 1. Check one box below for the case type that best describes this case:   |  |   |
| <b>Auto Tort</b><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)<br><b>Other PI/DP/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/DP/WD (23)<br><b>Non-PI/DP/WD (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/DP/WD tort (35)<br><b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input checked="" type="checkbox"/> Other employment (15) | <b>Contract</b><br><input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37)<br><b>Real Property</b><br><input type="checkbox"/> Eminent domain/inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)<br><b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <b>Provisionally Complex Civil Litigation</b><br>(Cal. Rules of Court, rules 3.400-3.403)<br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)<br><b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)<br><b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43) |

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary    b. ☐ nonmonetary; declaratory or injunctive relief    c. ☐ punitive
4. Number of causes of action (specify): Six (6)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 15, 2018  
 Douglas Han

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

BY FAX

CM-010

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)  
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort  
Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (not asbestos or toxic/environmental) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (not medical or legal)  
Other Non-PI/PD/WD Tort (35)  
Employment  
Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)  
Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (not provisionally complex) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (non-domestic relations)  
Sister State Judgment  
Administrative Agency Award (not unpaid taxes)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (not specified above) (42)  
Declaratory Relief Only  
Injunctive Relief Only (non-harassment)  
Mechanics Lien  
Other Commercial Complaint Case (non-tort/non-complex)  
Other Civil Complaint (non-tort/non-complex)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (not specified above) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

Unified Rules of the Superior Court of California, County of Alameda

**COPY**

## F. ADDENDUM TO CIVIL CASE COVER SHEET

|   |              |
|---|--------------|
| Short Title:<br>LACY V. AGRO MERCHANTS OAKLAND, LLC | Case Number: |
|---|--------------|

## CIVIL CASE COVER SHEET ADDENDUM

THIS FORM IS REQUIRED IN ALL NEW UNLIMITED CIVIL CASE FILINGS IN THE  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

[X] Oakland, Rene C. Davidson Alameda County Courthouse (446) [ ] Hayward Hall of Justice (447)  
[ ] Pleasanton, Gale-Schenone Hall of Justice (448)

| Civil Case Cover Sheet Category | Civil Case Cover Sheet Case Type   | Alameda County Case Type (check only one)  |
|---------------------------------|--|--|
| Auto Tort                       | Auto tort (22)   | [ ] 34 Auto tort (G)<br>Is this an uninsured motorist case? [ ] yes [ ] no   |
| Other PI / PD / WD Tort         | Asbestos (04)<br>Product liability (24)<br>Medical malpractice (45)<br>Other PI/PD/WD tort (23)  | [ ] 75 Asbestos (D)<br>[ ] 89 Product liability (not asbestos or toxic tort/environmental) (G)<br>[ ] 97 Medical malpractice (G)<br>[ ] 33 Other PI/PD/WD tort (G)   |
| Non - PI / PD / WD Tort         | Bus tort / unfair bus. practice (07)<br>Civil rights (08)<br>Defamation (13)<br>Fraud (16)<br>Intellectual property (19)<br>Professional negligence (25)<br>Other non-PI/PD/WD tort (35)                 | [ ] 79 Bus tort / unfair bus. practice (G)<br>[ ] 80 Civil rights (G)<br>[ ] 84 Defamation (G)<br>[ ] 24 Fraud (G)<br>[ ] 87 Intellectual property (G)<br>[ ] 59 Professional negligence - non-medical (G)<br>[ ] 03 Other non-PI/PD/WD tort (G) |
| Employment                      | Wrongful termination (36)<br>Other employment (15)   | [ ] 38 Wrongful termination (G)<br>[X] 85 Other employment (G)<br>[ ] 53 Labor comm award confirmation<br>[ ] 54 Notice of appeal - L.C.A.   |
| Contract                        | Breach contract / Wrnty (06)<br>Collections (09)<br>Insurance coverage (18)<br>Other contract (37)   | [ ] 04 Breach contract / Wrnty (G)<br>[ ] 81 Collections (G)<br>[ ] 86 Ins. coverage - non-complex (G)<br>[ ] 98 Other contract (G)  |
| Real Property                   | Eminent domain / Inv Cdm (14)<br>Wrongful eviction (33)<br>Other real property (26)  | [ ] 18 Eminent domain / Inv Cdm (G)<br>[ ] 17 Wrongful eviction (G)<br>[ ] 36 Other real property (G)  |
| Unlawful Detainer               | Commercial (31)<br>Residential (32)<br>Drugs (38)  | [ ] 94 Unlawful Detainer - commercial<br>[ ] 47 Unlawful Detainer - residential<br>[ ] 21 Unlawful detainer - drugs<br>Is the deft. in possession of the property? [ ] Yes [ ] No  |
| Judicial Review                 | Asset forfeiture (05)<br>Petition re: arbitration award (11)<br>Writ of Mandate (02)<br>Other judicial review (39)   | [ ] 41 Asset forfeiture<br>[ ] 62 Pet. re: arbitration award<br>[ ] 49 Writ of mandate<br>Is this a CEQA action (Publ. Res. Code section 21000 et seq) [ ] Yes [ ] No<br>[ ] 64 Other judicial review  |
| Provisionally Complex           | Antitrust / Trade regulation (03)<br>Construction defect (10)<br>Claims involving mass tort (40)<br>Securities litigation (28)<br>Toxic tort / Environmental (30)<br>Ins covrg from cmplx case type (41) | [ ] 77 Antitrust / Trade regulation<br>[ ] 82 Construction defect<br>[ ] 78 Claims involving mass tort<br>[ ] 91 Securities litigation<br>[ ] 93 Toxic tort / Environmental<br>[ ] 95 Ins covrg from complex case type                           |
| Enforcement of Judgment         | Enforcement of judgment (20)   | [ ] 19 Enforcement of judgment<br>[ ] 08 Confession of judgment  |
| Misc Complaint                  | RICO (27)<br>Partnership / Corp. governance (21)<br>Other complaint (42)   | [ ] 90 RICO (G)<br>[ ] 88 Partnership / Corp. governance (G)<br>[ ] 88 All other complaints (G)  |
| Misc. Civil Petition            | Other petition (43)  | [ ] 06 Change of name<br>[ ] 69 Other petition   |

BY FAX



## Superior Court of California, County of Alameda Alternative Dispute Resolution (ADR) Information Packet

The person who files a civil lawsuit (plaintiff) must include the ADR Information Packet with the complaint when serving the defendant. Cross complainants must serve the ADR Information Packet on any new parties named to the action.

The Court *strongly encourages* the parties to use some form of ADR before proceeding to trial. You may choose ADR by:

- Indicating your preference on Case Management Form CM-110;
- Filing the Stipulation to ADR and Delay Initial Case Management Conference for 90 Days (a local form included with the information packet); or
- Agree to ADR at your Initial Case Management Conference.

**QUESTIONS?** Call (510) 891-6055. Email [adrprogram@alameda.courts.ca.gov](mailto:adrprogram@alameda.courts.ca.gov)  
Or visit the court's website at <http://www.alameda.courts.ca.gov/adr>

### What Are The Advantages Of Using ADR?

- **Faster** – Litigation can take years to complete but ADR usually takes weeks or months.
- **Cheaper** – Parties can save on attorneys' fees and litigation costs.
- **More control and flexibility** – Parties choose the ADR process appropriate for their case.
- **Cooperative and less stressful** – In mediation, parties cooperate to find a mutually agreeable resolution.
- **Preserve Relationships** – A mediator can help you effectively communicate your interests and point of view to the other side. This is an important benefit when you want to preserve a relationship.

### What Is The Disadvantage Of Using ADR?

- **You may go to court anyway** – If you cannot resolve your dispute using ADR, you may still have to spend time and money resolving your lawsuit through the courts.

### What ADR Options Are Available?

- **Mediation** – A neutral person (mediator) helps the parties communicate, clarify facts, identify legal issues, explore settlement options, and agree on a solution that is acceptable to all sides.
  - **Court Mediation Program:** Mediators do not charge fees for the first two hours of mediation. If parties need more time, they must pay the mediator's regular fees.

Some mediators ask for a deposit before mediation starts which is subject to a refund for unused time.

- **Private Mediation:** This is mediation where the parties pay the mediator's regular fees and may choose a mediator outside the court's panel.
- **Arbitration** – A neutral person (arbitrator) hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial and the rules of evidence are often relaxed. Arbitration is effective when the parties want someone other than themselves to decide the outcome.
  - **Judicial Arbitration Program (non-binding):** The judge can refer a case or the parties can agree to use judicial arbitration. The parties select an arbitrator from a list provided by the court. If the parties cannot agree on an arbitrator, one will be assigned by the court. There is no fee for the arbitrator. The arbitrator must send the decision (award of the arbitrator) to the court. The parties have the right to reject the award and proceed to trial.
  - **Private Arbitration (binding and non-binding)** occurs when parties involved in a dispute either agree or are contractually obligated. This option takes place outside of the courts and is normally binding meaning the arbitrator's decision is final.

#### **Mediation Service Programs In Alameda County**

Low cost mediation services are available through non-profit community organizations. Trained volunteer mediators provide these services. Contact the following organizations for more information:

##### **SEEDS Community Resolution Center**

1968 San Pablo Avenue, Berkeley, CA 94702-1612

Telephone: (510) 548-2377 Website: [www.seedscrc.org](http://www.seedscrc.org)

Their mission is to provide mediation, facilitation, training and education programs in our diverse communities – Services that Encourage Effective Dialogue and Solution-making.

##### **Center for Community Dispute Settlement**

291 McLeod Street, Livermore, CA 94550

Telephone: (925) 373-1035 Website: [www.trivalleymediation.com](http://www.trivalleymediation.com)

CCDS provides services in the Tri-Valley area for all of Alameda County.

##### *For Victim/Offender Restorative Justice Services*

##### **Catholic Charities of the East Bay: Oakland**

433 Jefferson Street, Oakland, CA 94607

Telephone: (510) 768-3100 Website: [www.cceb.org](http://www.cceb.org)

Mediation sessions involve the youth, victim, and family members work toward a mutually agreeable restitution agreement.



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|  |                    |
|--|--------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)<br><br>TELEPHONE NO.: _____ FAX NO. (Optional): _____<br>E-MAIL ADDRESS (Optional): _____<br>ATTORNEY FOR (Name): _____ | FOR COURT USE ONLY |
| SUPERIOR COURT OF CALIFORNIA, ALAMEDA COUNTY<br><br>STREET ADDRESS: _____<br>MAILING ADDRESS: _____<br>CITY AND ZIP CODE: _____<br>BRANCH NAME: _____  |                    |
| PLAINTIFF/PETITIONER: _____<br>DEFENDANT/RESPONDENT: _____   |                    |
| STIPULATION TO ATTEND ALTERNATIVE DISPUTE RESOLUTION (ADR)<br>AND DELAY INITIAL CASE MANAGEMENT CONFERENCE FOR 90 DAYS   | CASE NUMBER: _____ |

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

This stipulation is effective when:

- ☒ All parties have signed and filed this stipulation with the Case Management Conference Statement at least 15 days before the initial case management conference.
- ☒ A copy of this stipulation has been received by the ADR Program Administrator, 1225 Fallon Street, Oakland, CA 94612.

1. Date complaint filed: \_\_\_\_\_. An Initial Case Management Conference is scheduled for:

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Department: \_\_\_\_\_

2. Counsel and all parties certify they have met and conferred and have selected the following ADR process (check one):


- ☐ Court mediation ☐ Judicial arbitration  
☐ Private mediation ☐ Private arbitration

3. All parties agree to complete ADR within 90 days and certify that:


- a. No party to the case has requested a complex civil litigation determination hearing;
- b. All parties have been served and intend to submit to the jurisdiction of the court;
- c. All parties have agreed to a specific plan for sufficient discovery to make the ADR process meaningful;
- d. Copies of this stipulation and self-addressed stamped envelopes are provided for returning endorsed filed stamped copies to counsel and all parties;
- e. Case management statements are submitted with this stipulation;
- f. All parties will attend ADR conferences; and,
- g. The court will not allow more than 90 days to complete ADR.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
 (TYPE OR PRINT NAME)   
 (SIGNATURE OF PLAINTIFF)

Date: \_\_\_\_\_

\_\_\_\_\_  
 (TYPE OR PRINT NAME)   
 (SIGNATURE OF ATTORNEY FOR PLAINTIFF)

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|  |               |
|--|---------------|
| PLAINTIFF/PETITIONER:<br>DEFENDANT/RESPONDENT: | CASE NUMBER.: |
|--|---------------|

Date:

|                      |   |                          |
|----------------------|---|--------------------------|
| _____                | <div style="border: 1px solid black; padding: 2px;">E0<br/>00</div> | _____                    |
| (TYPE OR PRINT NAME) |   | (SIGNATURE OF DEFENDANT) |

Date:

|                      |   |                                       |
|----------------------|---|---------------------------------------|
| _____                | <div style="border: 1px solid black; padding: 2px;">E0<br/>00</div> | _____                                 |
| (TYPE OR PRINT NAME) |   | (SIGNATURE OF ATTORNEY FOR DEFENDANT) |